

Legal Protection for Outsourced Workers/Laborers Who Experience Job Replacement Due to Not Meeting Qualifications (Case Study at PT Smelting Gresik)

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Abstract

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Outsourcing is the handing over of work for a company to another party with the aim of reducing the company's burden. This business usually can make benefit for all parties, both the employer company, the outsourcing company and the outsourced workers. The practice of outsourcing, there are still things that are detrimental to the outsourced workforce, especially in terms of one-sided performance evaluation resulting in employee turnover (job replacement) that causing layoffs. The aim of this research is to describe forms of legal protection and legal remedies for outsourced workers who experience job replacement. The research methodology in this research is using the normative juridical method through the statute approach, accompanied by interviews with the employers and the workers to find out more details regarding the outsourcing agreement that occurred, then conducting a legal analysis with a deductive approach. The results of this research are a form of legal protection for outsourced workers who experience employee change or job replacement because they do not meet the qualifications at PT Smelting Gresik, through analysis of applicable autonomous and heterogeneous laws, especially in maintaining work status and obtaining compensation money. The legal remedy that can be taken if they do not get their rights is the industrial relations dispute resolution mechanism.

1. Introduction

The economic conditions faced by companies today are extremely tight, especially in business competition to be able to survive and continue to compete and even grow. In order to survive and be competitive, companies strive to create efficiency in running their business. One of the strategies taken is to optimize the use of human resources (HR)¹. HR is seen not only as an asset, but also as capital that can be developed to achieve company goals. However, the field of employment is often a major problem for organizations². Policies on adding manpower, starting from recruitment, training, social security, to termination of employment, require proper planning and analysis³. This is related to the company's investment and operating costs⁴. To overcome these challenges, some companies choose to use the latest alternatives in the recruitment process without doing it internally, but rather handing over the

¹ Pratama, Andi. "Legal Remedies for Outsourced Employees after Termination of Employment." *Labor Law Journal* 7, no. 2 (2017): 45-56.

² Chamdani, Asri Wijayanti, Budi Endarto, Sekaring Ayumedy, and Nobella. "Legal Protection for Workers Terminated Due to Work-Related Sickness." *In-prolegurit* 2: 182-194, 2024. <http://in-prolegurit.upnjatim.ac.id/index.php/in-prolegurit/issue/view/2>.

³ Imri, Indradi Raya. "Legal Protection for Outsourcing Workers (Outsourcing) at PT PLN Connected with Law Number 13 of 2003 concerning Manpower." Bachelor's thesis, 2020.

⁴ Laily, Faizatul, and Bambang Panji Gunawan. "Legal Protection for Employees Terminated Due to Serious Violations." *Jurnal Reformasi Hukum: Cogito Ergo Sum* 2, no. 1 (2019): 6-11.

work to other parties with a fully outsourced workforce⁵, known as outsourcing. The concept of outsourcing begins with an outsourcing agreement between the company and a third party as the recipient of the work, including the provider of the workforce. Although the use of outsourcing systems can provide efficiency benefits for companies, it also creates new problems. One of them is related to employment issues in terms of legal protection for outsourced workers/employees who experience job replacement because they are deemed not to meet the qualifications of the hiring company, so the worst-case scenario is job reduction or even termination of employment (layoffs). In the actual practice of outsourcing work in the field, the hiring company has full authority in evaluating the performance of the outsourced workers working in its work area, so the position of the workers is very weak in the face of the hiring company because their employment relationship is only with the outsourcing company, not the hiring company. The current problem is that the process of replacing workers/laborers or job replacement, termination of employment, or termination of employment (layoffs) is very easy to occur in the implementation of outsourcing. In this context, legal research is needed to examine and analyze the existing legal protection for outsourced workers/laborers who experience job replacement due to being deemed not to meet the qualifications of the hiring company. This is important to ensure legal certainty for outsourced workers/laborers. The advantage of outsourcing is that the company is no longer burdened with human resource development, so it will be more focused on improving core processes and business development. The most important thing is that the use of the outsourcing system is more aimed at cost efficiency in production⁶.

Regarding the legal protection for workers, it has been described in Article 27 paragraph 2 of the 1945 Constitution of the Republic of Indonesia of 1945 (hereinafter referred to as UUD NRI 1945) which states that "Every citizen has the right to work and to have a decent living for humanity" and Article 28D paragraph 2 of the UUD NRI 1945 which states that "Every person has the right to work, and to receive fair and proper remuneration and treatment in employment relationships". The right to work as mentioned in Law No. 13/2003 concerning Manpower (State Gazette of the Republic of Indonesia/2003 No. 39, Supplement to the State Gazette of the Republic of Indonesia No. 4279), Law No. 11/2020 concerning Job Creation (State Gazette of the Republic of Indonesia/2020 No. 245, Supplement to the State Gazette of the Republic of Indonesia No. 6473), Government Regulation in Lieu of Law No. 2/2022 concerning Job Creation (State Gazette of the Republic of Indonesia/2022 No. 238, Supplement to the State Gazette of the Republic of Indonesia No. 6841), Law No. 6/2023 concerning the Stipulation of Government Regulation in Lieu of Law No. 2/2022 concerning Job Creation to become Law (State Gazette of the Republic of Indonesia/2023 No. 41, Supplement to the State Gazette of the Republic of Indonesia No. 6856), Law No. 2/2004 concerning Industrial Relations Dispute Settlement (State Gazette of the Republic of Indonesia/2004 No. 6, Supplement to the State Gazette of the Republic of Indonesia No. 4356), Government Regulation No. 35/2021 concerning Fixed-Term Employment Agreements, Outsourcing, Working Time and Rest Time, and Termination of Employment (State Gazette of the Republic

⁵ Handayani, Retno. "Alternative Dispute Resolution for Termination of Employment of Outsourced Employees." *Outsourcing Law Journal* 5, no. 1 (2019): 11-22.

⁶ Sofianto, Budi. "The Rights of Outsourced Employees in Termination of Employment According to the Manpower Act." *Civil Law Journal* 8, no. 2 (2021): 45-56. <https://doi.org/10.25139/clj.v8i2.2971>.

of Indonesia/2021 No. 45, Supplement to the State Gazette of the Republic of Indonesia No. 6647). One of the companies in East Java that implements outsourcing work and acts as an employer is PT. Smelting Gresik. With the above description, this study is compiled with the title "Legal Protection for Outsourced Workers/Laborers Who Experience Job Replacement Due to Not Meeting Qualifications (Case Study at PT. Smelting Gresik)".

The originality of this research can be justified based on previous research with different objects and locations as below: Rini Susilowati, "Legal Protection for Outsourcing Workers Reviewed from Law Number 13 of 2003 concerning Manpower,". Examines the legal protection for outsourcing workers based on Law No. 13/2003 concerning Manpower.⁷ There is a lack of clarity in the regulations regarding the status of outsourcing workers, so improvements in the regulations are needed to provide adequate legal protection. Tri Jata Ayu Pramesti, "Legal Protection for Outsourcing Workers Based on Law Number 13 of 2003 concerning Manpower,". Analyzes the legal protection for outsourcing workers based on Law No. 13/2003 concerning Manpower.⁸ There are several weaknesses in the regulation of outsourcing that impact the low level of legal protection for outsourcing workers. Lalu Husni, "Legal Aspects of Outsourcing Worker Protection in Indonesia,". Examines the legal aspects of protection for outsourcing workers in Indonesia. There are still several issues related to the legal protection of outsourcing workers, such as employment status, social security, and dispute resolution.⁹ Dwi Ayu Ningtyas, "Legal Protection for Outsourcing Workers Reviewed from Law Number 13 of 2003 concerning Manpower,"¹⁰. Evaluates the legal protection for outsourcing workers based on Law No. 13/2003 concerning Manpower. There are still some weaknesses in the regulation of outsourcing that impact the lack of legal protection for outsourcing workers.

2. Methods

This study uses research methods with the aim of obtaining objective and accountable results. To achieve this, clear, accurate information and data supporting the actual conditions in the field are required. In this regard, in order to create a good, systematic, and easily understandable scientific work, and to generate new opinions, theories, concepts or propositions in accordance with the existing legal developments. The research methodology in this study is using the normative juridical method through the statute approach, accompanied by interviews with the employers and the workers to find out more details regarding the outsourcing agreement that occurred, then conducting a legal analysis with a deductive approach.

⁷ Kusumawardani, Rani. "Legal Remedies for Outsourced Employees after Termination of Employment: A Case Study at Company XYZ." *Labor Law Journal* 11, no. 1 (2020): 1-14.

⁸ Pramesti, Tri Jata Ayu. "Legal Protection for Outsourcing Workers Based on Law Number 13 of 2003 concerning Manpower." *Jurnal Ilmiah Pendidikan Pancasila dan Kewarganegaraan*, 2019. <https://doi.org/10.17977/um019v4i22019p328>.

⁹ Husni, Lalu. "Legal Aspects of Outsourcing Worker Protection in Indonesia." *Jurnal Hukum Ius Quia Iustum* 26, no. 2 (2019). <https://doi.org/10.20885/iustum.vol26.iss2.art6>.

¹⁰ Ningtyas, Dwi Ayu. "Legal Protection for Outsourcing Workers Reviewed from Law Number 13 of 2003 concerning Manpower." *Jurnal Hukum Bisnis Bonum Commune* 3, no. 2 (2020): 113-24. <https://doi.org/10.30996/jhbhc.v3i2.3495>.

3. Results and Discussion

PT Smelting is a limited liability company located in Gresik that produces copper cathodes. The shareholders of PT Smelting are Mitsubishi Materials Corporation (60.5% shares) and PT Freeport Indonesia (39.5% shares). The majority of the workers are from outsourcing companies (around 1,900 workers), and PT Smelting itself only has 383 employees. PT Smelting has registered around 21 outsourcing agreements with the Gresik Manpower Office every year. In this study, two samples of outsourcing agreements are analyzed legally: Agreement No: SAD-783/OL-O/IV/2023 between PT Smelting and PT Hikari Teknologi Indonesia, and Agreement No: CONT-006/US-1/PTS/I/2023 between PT Smelting and PT Ume Sembada. Based on these outsourcing agreements, the legal relationship of the outsourced workers is only with the outsourcing company that employs them, and there is no legal relationship with the client company (PT Smelting). However, the outsourced workers are obligated to comply with the Standard Operating Procedures (SOPs) and regulations of the client company or the applicable collective labor agreement, as they work at the client company's location or work area.

Job Replacement is the process of replacing outsourced workers requested by PT Smelting as the client company to the outsourcing company because the outsourced workers are deemed not to meet the required qualifications. According to the outsourcing agreements, the outsourced workers must have good performance, comply with PT Smelting's policies and regulations, as well as comply with the applicable laws and regulations. If the outsourced workers cannot meet these qualifications, PT Smelting has the sole authority to request a job replacement. Therefore, in accordance with the existing agreements, PT Smelting has the sole authority to evaluate the performance of the workers based on its standards and/or general practices and has the right to request the replacement of any and all workers at any time without limitation. If PT Smelting requests such a replacement, the outsourcing company must provide the replacement to PT Smelting no later than two (2) working days after the date of the request.¹¹

The legal consequences of the occurrence of a request for employee replacement/job replacement for outsourced employees is the process of returning the outsourced employees by the employer company to the outsourcing company¹². The implication is that the outsourced workers can still work but are placed outside the work area of PT Smelting, or at worst, it results in termination of employment (layoff) because outsourced employees generally have the status of Fixed-term Employment Agreements, so layoffs are very easy for the outsourcing company to carry out. The layoff process itself can be immediate after being returned or furloughed until the Fixed-term Employment Agreements contract period ends. However, this certainly has a negative impact on the outsourced employees themselves because they will lose their jobs or income¹³.

¹¹Wijayanti, A., and K. P. Samudra. "Workers' Rights Affected by Termination of Employment Before the Contract Period Ends." *Jurnal Ilmiah Living Law* 13, no. 2 (2021): 142–157. Accessed July 23, 2024. <https://ojs.unida.ac.id/livinglaw/article/view/4404>.

¹² Rahmawati, Dina. "Analysis of Legal Protection for Outsourced Employees after Termination of Employment." *Business and Labor Law Journal* 10, no. 1 (2022): 23–34.

¹³ Suryani, Tia. "Protection of the Rights of Outsourced Employees Experiencing Termination of Employment." *Labor Law Journal* 9, no. 3 (2018): 1-14. <https://doi.org/10.25139/llj.v9i3.1842>.

The Form of Legal Protection for Outsourced Workers/Laborers Who Experience Employee Replacement (Job Replacement) Due to Not Meeting Qualifications According to the Manpower Law in Indonesia¹⁴:

1. For outsourced workers who are still working under the auspices of the Outsourcing Company, they are entitled to receive their rights in accordance with their employment agreement, even though their work placement is outside PT Smelting. This refers to the contents of the outsourcing agreement between PT Smelting and the Outsourcing Company that the legal status of the outsourced worker is the responsibility of the Outsourcing Company itself, so if PT Smelting requests employee replacement, it means the worker is returned to their company. Based on Article 18 of Government Regulation Number 35 of 2021 concerning the Fixed-Term Employment Agreements, Outsourcing, Working Time and Rest Periods, And Termination of Employment (hereinafter referred to as GR No. 35/2021), it is explained that the status of outsourced workers only has an employment relationship with the Outsourcing Company that supervises them. In Article 36 GR No. 35/2021 explains the conditions for allowing the layoff process, so if an employee undergoes a job replacement but the reason is not in accordance with Article 36 GR No. 35/2021, the outsourcing company must continue to employ the outsourcing worker.
2. For workers who experience layoffs, according to the contents of the outsourcing agreement between PT Smelting and the Outsourcing Company, it is explained that the status of the employment relationship of the outsourced worker is only with the Outsourcing Company itself and not with PT Smelting, so any risks from the employment relationship will be borne by the Outsourcing Company, including in the event of layoffs regarding worker rights. Based on Article 15 Paragraph 1 GR No. 35/2021, and Chapter IV Section 2 Article 81 Number (17) Article 61A of Law Number 6 of 2023 concerning the Job Creation (hereinafter referred to as Law No.6/2023), the outsourced workers who experience layoffs are entitled to receive compensation in an amount that has been regulated in the laws and regulations. This compensation is given after the expiration of the Fixed-term Employment Agreements. However, if the outsourced worker is laid off before the Fixed-term Employment Agreements period expires, the worker is entitled to a penalty fee, the amount of which is regulated in accordance with Article 62 of Law No. 13/2023 in conjunction with Law No. 6/2023¹⁵.

Based on the agreement between PT. Smelting and the subcontractor, it is stated in one of the contents of the agreement that PT. Smelting as the employer has the sole authority to evaluate the performance of the outsourced workers based on its standards and/or general practices and has the right to request the replacement of any and all workers at any time and without limitation if PT. Smelting determines that the relevant worker does not have good performance or does not comply with PT. Smelting's policy regulations or violates the prevailing laws and regulations. If PT. Smelting requests such a replacement, the

¹⁴ Susilowati, Rini. "Legal Protection for Outsourcing Workers Reviewed from Law Number 13 of 2003 concerning Manpower." *Jurnal Hukum Bisnis Bonum Commune* 2, no. 1 (2019): 67-80. <https://doi.org/10.30996/jhbhc.v2i1.2137>.

¹⁵ Wijaya, Budi. "Review of the Manpower Act on the Termination of Employment of Outsourced Employees." *Labor Law Journal* 8, no. 2 (2020): 23-37. <https://doi.org/10.25139/llj.v8i2.2678>.

subcontractor (outsourcing) company must provide a replacement worker to PT. Smelting no later than 2 working days after the date of the request, as stated in the outsourcing agreement between PT. Smelting and PT. Hikari Teknologi Indonesia Number SAD-783/OL-O/IV/2023 in Article 1 Paragraph (5) which states "PT Smelting has the sole authority to evaluate the performance of workers based on its standards and/or general practice and has the right to request the replacement of any and all workers at any time and without limitation if PT Smelting determines that the worker does not have good performance or does not comply with PT Smelting policy regulations or violates the prevailing laws and regulations. If PT Smelting requests such a replacement¹⁶, PT Hikari Teknologi Indonesia must provide the replacement to PT Smelting no later than 2 working days after the date of the request from PT Smelting." and also written in the outsourcing agreement between PT Smelting and PT. Ume Sembada Number CONT-006/US-1/PTS/I/2023 in Article 1 Paragraph (4) which states "PT Smelting has the sole authority to evaluate the performance of Workers based on its standards and/or general practice and has the right to request the replacement of workers at any time and without limitation if PT Smelting determines that the worker does not have good performance and/or does not comply with PT Smelting policies, regulations and/or violates the prevailing laws and regulations. If PT Smelting requests such a replacement, PT. Ume Sembada must provide the replacement to PT Smelting no later than 30 working days after the date of the request from PT Smelting".

From the description above, it can be seen that outsourced workers or laborers who experience employee replacement due to not meeting the qualifications can file several legal remedies in accordance with Law No. 6/2023, then several legal remedies that can be filed if the Bipartite negotiation efforts cannot be resolved internally are as follows:

1. Lodging a Complaint with the Manpower Office: Workers also have the option to file a complaint with the local Manpower Office if they feel their rights have been violated by the employer. The Ministry of Manpower will investigate the complaint and can impose administrative sanctions on employers found to have committed violations. This is regulated in Article 61 of GR No. 35/2021.
2. Mediation or Conciliation: Before filing a lawsuit with the Industrial Relations Court (IRC), workers can try to resolve disputes amicably through mediation or conciliation. The mediation or conciliation process can be carried out at the Ministry of Manpower or another agreed-upon institution that is mutually agreed upon by both parties. This is regulated in Article 5 of Law Number 2 of 2004 concerning the Settlement of Industrial Relations Disputes (hereinafter referred to as Law No. 2/2004).¹⁷
3. Resolution of Industrial Relations Disputes through Arbitration: In the event that mediation or conciliation does not reach an agreement, the worker/laborer and the employer can agree to resolve the dispute through arbitration. Arbitration is carried out by an arbitration institution recognized by the parties. The article that regulates this is Article 46 of Law No. 2/2004.

¹⁶ Sa'idah, Siti. "Legal Protection for Outsourcing Workers (Outsourcing) at PT Pos Indonesia Jember Perspective of Law Number 13 of 2003 concerning Manpower." Bachelor's thesis, 2021

¹⁷ Iskandar, Amanda Depi Untari. "Legal Protection for Outsourcing Workers According to Law No. 13 of 2003 concerning Manpower (Case Study: PHI Medan Decision Number: 204/Pdt.Sus-PHI/2016/PNMdn)." Undergraduate thesis, 2020

4. Employees have the right to file a lawsuit with the PHI if they are convinced that the employee turnover they have experienced is not in accordance with the provisions stipulated in the Manpower Law. The lawsuit can be filed to fight for the rights of workers that are deemed to have been violated by the employer. The article that regulates this is Article 5 of Law No. 2/2004. So, employees or outsourced workers in their legal efforts can take the sequence of legal remedies above in order to create a settlement that provides justice for all parties.

In the event of a dispute arising under the agreement (between the Employer Company in this case PT Smelting and the Outsourcing Company in this case PT Hikari Teknologi Indonesia Number: SAD-783/OL-O/IV/2023 in Article 15 and PT Ume Sembada Number: CONT-006/US-1/PTS/I/2023 in Article 11 or any other Outsourcing Companies related to PT Smelting) in connection with or arising from the said agreement, the parties will endeavor to settle any dispute or difference through amicable consultation¹⁸. If the parties fail to resolve the dispute, difference, or claim through deliberation, each party may notify the other that a dispute, difference, or claim has arisen, detailing the nature, subject matter of the dispute, and its desire to refer the dispute to arbitration. If the parties cannot resolve the dispute, difference, or claim through further consultation within 30 (thirty) working days from the date of the notification of the dispute, difference, or claim, then the dispute, difference, or claim cannot be resolved¹⁹. The claim will be referred and ultimately settled in accordance with the Arbitration Rules of the National Arbitration Board (BANI Regulations) and will be conducted in English in accordance with the Article explaining the Arbitration of the agreement mentioned above. The agreement constitutes the entire agreement between the parties to the agreement and the annexes to this agreement are an integral and inseparable part of the agreement, which has been signed by the Company Leaders recorded in the valid Deed of Establishment of the Company.

4. Conclusions

After considering the problem formulation and discussion that have been analysed, the following conclusions can be drawn. The form of legal protection for workers working in an outsourcing company with placement at PT Smelting, if they experience job replacement and have their employment terminated, then referring to the contents of the outsourcing agreement between PT Smelting and PT Hikari Teknologi Indonesia Number: SAD-783/OL-O/IV/2023 in Article 7 Paragraph 1, which states "To avoid doubt, except for the payment of the Service Fee as stipulated in Article 6 paragraph (1) of this Agreement, there are no other fees that must be paid by PTS to HTI and/or to the Workforce in connection with this agreement. Furthermore, PTS is not responsible for payments that must be made by HTI to the Workforce in connection with the employment relationship between HTI and the Workforce, including but not limited to: (i) payment of holiday allowances, and (ii) payments related to the termination of the Workforce's employment by PT Hikari Teknologi Indonesia or resignation by the Workforce." Therefore, it can be concluded that PT Hikari Teknologi

¹⁸ Aprilianto, D., Wijayanti, A. "Workers' Rights Terminated Due to Efficiency During the Covid Pandemic and Post-Job Creation Law." *Jurnal Hukum DE'RECHTSSTAAT* 7, no. 2 (2021): 147-161, 2024. <https://doi.org/10.30996/derechtsstaat.v7i2.4720>

¹⁹ Alfin, Wijayanti, A. "An Existence of Compensation Money for Workers at the End of Specific Time Work Agreement (STWA)." *Academos*, 2024. <http://journal.um-surabaya.ac.id>.

Indonesia must be fully responsible for the payment of all the rights of the outsourced workers who have been laid off. Similarly, in accordance with the outsourcing agreement between PT Smelting and PT Ume Sembada Number: CONT-006/US-1/PTS/I/2023 in Article 2 Paragraph (1) which states "PTS will make payments for the provision of Manpower to US by following the actual costs for Manpower with details as stipulated in the Appendix to this Agreement and a management fee of 12.5% (twelve point five percent) of the actual cost, which includes²⁰:

- a) salaries;
- b) overtime;
- c) religious holiday allowances;
- d) severance pay, and
- e) other benefits in accordance with the prevailing laws and regulations in Indonesia."

Therefore, it can be concluded that the outsourced workers who have had their employment terminated are entitled to receive payment of their rights in accordance with the applicable Laws and Regulations, and this will be paid by PT Smelting through PT Ume Sembada based on Agreement No: CONT-006/US-1/PTS/I/2023 and PT Hikari Teknologi Indonesia must complete and settle it themselves in accordance with applicable laws as written in Agreement No. SAD-783/OL-O/IV/2023. Referring to the applicable Laws and Regulations in Indonesia, the outsourced workers who have been terminated are entitled to a penalty if their employment is terminated before the end of the contract period, in accordance with the provisions of Article 62 of Law No. 13/2023 jo. Law No. 6/2023, and to receive compensation in accordance with Article 15 Paragraph (1) of Government Regulation No. 35/2021 jo. Chapter IV, Part 2, Article 81 Number (17) Article 61A of Law No. 6/2023²¹. The legal remedies that can be taken by outsourced employees or workers who experience job replacement at PT. Smelting can be through the Industrial Relations Dispute Settlement (PPHI) legal channel²², which begins with Bipartite negotiations first, and if it fails, then through Tripartite negotiations or a claim to the Industrial Court (PHI). In the event of a dispute in the agreement (between the Employing Company in this case is PT Smelting and the Outsourcing Company in this case is PT Hikari Teknologi Indonesia Number: SAD-783/OL-O/IV/2023 on Article 15 and PT Ume Sembada Number: CONT-006/US-1/PTS/I/2023 on Article 11 or other Outsourcing Companies related to PT Smelting) in connection with or arising from the agreement, the parties will strive to settle any disputes or differences amicably through consultation. If the parties fail to resolve the dispute, difference, or claim through deliberation, each party may notify the other party that a dispute, difference, or claim has arisen, specifying the nature, subject matter of the dispute, and its desire to refer the dispute to arbitration. If the parties cannot resolve the dispute, difference, or claim through further consultation within 30 (thirty) working days from the date of notice of the dispute, difference, or claim, the dispute, difference, or claim cannot be resolved. The claim will be referred and ultimately resolved in

²⁰ Suprihatin, Eka, and Ernie Novyaningsih. "Legal Protection for Manpower for Outsourcing Experts in the Company (Case Study at PT Aldo Reza Perkasa)." Undergraduate thesis, 2023.

²¹ Wulandari, Ayu. "Analysis of the Application of the Principle of Justice in the Termination of Employment of Outsourced Employees." *Business and Labor Law Journal* 7, no. 2 (2018): 45-56. <https://doi.org/10.25139/blj.v7i2.2345>.

²² Sariati, Aditya. "Legal Protection for Outsourced Employees Experiencing Termination of Employment." *Business Law Journal* 12, no. 3 (2021): 45-62. <https://doi.org/10.25139/blj.v12i3.3845>.

accordance with the Arbitration Rules of the National Arbitration Board (BANI Arbitration Rules) in accordance with the article explaining the Arbitration of the agreement mentioned above. The agreement is the entire agreement between the parties to the agreement, and the attachments to this agreement are an integral and inseparable part of the agreement, which is signed by the Company Leader registered in the valid Deed of Establishment of the Company.

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- Pramesti, Tri Jata Ayu. "Legal Protection for Outsourcing Workers Based on Law Number 13 of 2003 concerning Manpower." *Jurnal Ilmiah Pendidikan Pancasila dan Kewarganegaraan*, 2019. <https://doi.org/10.17977/um019v4i22019p328>.
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